

RECORDING REQUESTED BY:

Village at Green Hill, LLC
c/o Howard Marguleas
937 Tahoe Blvd, Suite 210 Incline Village,
Nevada 89451

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Attention: James L. Tjosvold, P.E., Chief
Northern California-Central Cleanup
Operations Branch

Certified to be a true and correct
copy of original document recorded

8-28-2006

as Instrument No. 2006-92197
Official Records.

First American Title Company

By: Bob Plunk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION

(RE: County of Placer APN # 037-230-03, being a portion of the Village at Green Hill
Development; Site Code 101369-11)

This Covenant and Agreement ("Covenant") is made by and between the Village at Green Hill, LLC, a California limited liability company, (the "Covenantor"), the current owner of property situated in Newcastle, County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health, safety, or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant, and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property totaling approximately 31.6 acres is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the watershed of Miner's Ravine, County of Placer, State of California and is generally described as a portion of the 65 acre Village at Green Hill subdivision (the "Subdivision") which is bounded by Newcastle Road to the west and Rattlesnake Road to the east and identified as Placer County Assessor's Parcel Nos.: 037-230-01 and 037-230-03. The Lots within the Subdivision are subject to the Declaration of Covenants, Conditions and Restrictions for Green Hill Estates ("Declaration") that is being recorded in the Official Records of Placer County, California, concurrently with the recordation of this Covenant and the Subdivision Map. The Declaration establishes additional covenants running with the land that both benefit and burden the Lots within the Subdivision, including, among other matters the requirement that Owners of Lots be members of the Green Hill Estates Owners' Association, a California nonprofit mutual benefit corporation (the "Association").

1.02. Limited portions of the Property totaling less than an acre of the total land area comprising the Property are more particularly depicted in Exhibit "B", attached hereto and incorporated herein by this reference, and are referred to as the "Restricted Areas". The Restricted Areas are three sites, depicted and delineated in Exhibit "B" as Restricted Areas "A", "B" and "C," which are the location where hazardous substances remain on the Property above levels suitable for unrestricted use. Specifically, those Restricted Areas lie within a proposed wetland easement containing reported arsenic soil concentrations in the range of 36 mg/kg or greater. The Restricted Areas are located within the boundaries of Placer County Assessor's Parcel No: 037-230-03. The three Restricted Areas together comprise approximately 1 percent of the real property comprising the Subdivision, and the three Restricted Areas are located solely within portions of Lots 9, 10, 11, and 12, as shown on the Subdivision Map.

1.03. The Property is being remediated pursuant to the Village at Green Hill Removal Action Work Plan (RAW). The RAW (pages 36-38 and A-12) requires for the protection of future residents that a deed restriction be placed along the wetland preservation easement (WPE) which contains hazardous substances remaining after the removal action. This requirement was included in the RAW because hazardous substances, as defined in Health and Safety Code

section 25316, which are also hazardous materials as defined in Health and Safety Code section 25260, including arsenic and organochloride pesticides, remain in the soil. The Department circulated the RAW and a Final Health Risk Assessment, together with a negative declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., for public review and comment. The RAW and the negative declaration were approved by the Department on June 30, 2004.

1.04. As detailed in the Final Health Risk Assessment, which is discussed in the RAW, the Restricted Areas of the Property, as depicted and shown in Exhibit "B" contain hazardous substances, as defined in Health and Safety Code section 25316, which include the following metal contaminants of concern in the ranges set forth below: arsenic (36 to 51 parts per million ("ppm")). Based on the Final Health Risk Assessment the Department concluded that unrestricted use of any of the three Restricted Areas of the Property resulting in human exposures by a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable cancer risk. The Property was remediated, except for the Restricted Areas. Remediation consisted of the excavation of approximately 1,500 cubic yards of impacted soil and transporting that soil to a permitted facility. The Property, as remediated, nor any other portion of the property comprising the Subdivision, does not present an unacceptable threat to human safety or the environment if use of the Property is restricted as specified in this Covenant.

ARTICLE II

DEFINITIONS

2.01. Association. "Association" means the Green Hill Estates Owners' Association, a California nonprofit mutual benefit corporation.

2.02. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.03. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.04. Improvements. "Improvements" include, but are not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utility installations.

2.05. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.07. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.08 Property. "Property" means and refers to that portion of the Subdivision that is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

2.09 Restricted Areas. "Restricted Areas" means and refers to those portions of the Property that are depicted and delineated in Exhibit "B", attached hereto and incorporated herein by reference. The three sites comprising the Restricted Areas are located on Lots 9, 10, 11 and 12, as shown on the Subdivision Map. Although Lots 6, 7 and 13, as shown on the Subdivision Map are included in the Property, as defined herein, those Lots do not include any of the Restricted Areas.

2.10 Subdivision. "Subdivision" means and refers to the Village at Green Hill subdivision, comprised of 65 acres more or less, and bounded by Newcastle Road to the west and Rattlesnake Road to the east and identified as Placer County Assessor's Parcel Nos.: 037-230-01 and 037-230-03. This Covenant is restricted to, and encumbers solely, Assessor's Parcel No. 037-230-03, within the Subdivision (which parcel is defined herein as the "Property") and the Restricted Areas are limited to those areas shown in Exhibit "B".

2.11 Subdivision Map. "Subdivision Map" means and refers to the final subdivision map for the Subdivision that is more particularly described in Section 1.02, above.

ARTICLE III
GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how the Property is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property, unless expressly stated as applicable only to a specific portion thereof. Without limiting the foregoing, but by way of example, only those portions of the Property that are defined and identified as "Restricted Areas" in Exhibit "B" are contaminated sites that are subject to the provisions and restrictions imposed by Article IV of this Covenant.

3.02. Binding upon Owners and Occupants. Pursuant to the Health and Safety Code, this Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of any portion of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the Owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

3.04. Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. Conveyance of Property; Notice to the Department. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, Leases, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of

this Covenant. The notice shall also include the Assessor's Parcel Numbers (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant. The notice obligations imposed by this Section 3.05 shall apply to each successor Owner who acquires any portion of the Property from the Covenantor and once the Covenantor or any successor Owner of any portion of the Property has conveyed his or her, or its interest in that portion of the Property to a successor Owner, the obligations in this Section 3.05 shall thereafter apply solely to the successor Owners of the property so conveyed.

3.06 Costs of Administering the Deed Restriction to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for himself and for all subsequent Owners that, pursuant to Title 22 California Code of Regulations section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant.

ARTICLE IV RESTRICTIONS

4.01 . Prohibited Uses. The Restricted Areas of the Property shall not be used for any of the following purposes.

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.02. Soil Management.

- (a) No activities that will disturb the soil at or below the ground surface (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Restricted Areas of the Property without a Soil Management Plan and a Health and Safety Plan approved by the Department.

- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling on the Restricted Areas of the Property shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Restricted Areas of the Property below the ground surface.

4.03. Prohibited Activities. The following activities shall not be conducted within the Restricted Areas of the Property:

- (a) Raising of food (cattle, food crops);
- (b) Drilling for drinking water, oil, or gas without prior written approval by the Department.
- (c) Excavation without the Department's prior approval of a Soil Management Plan.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Restricted Areas of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submissions of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02 Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Placer within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04 Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:
The Village at Green Hill LLC
937 Tahoe Blvd., Suite 210
Incline Village, Nevada 89451

To the Department:

James L. Tjosvold, P.E., Chief

Northern California-Central Cleanup Operations Branch

Site Mitigation and Brownfields Reuse Program

California Department of Toxic Substances Control

8800 Cal Center Drive

Sacramento, California 95826

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If this covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.

7.07 Inspection and Annual Reporting Requirements. The Owner shall conduct an annual inspection and submit an Annual Inspection Report to the Department, in a form similar to the example report attached as Exhibit "C", for its approval by January 15th of each year. The annual report, must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.) If violations are noted, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of this Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within ten (10) days of its original transmission. The obligations imposed on the Owner pursuant to this Section 7.07 may be performed by the Association and any costs incurred pursuant to this Section or Section 3.06, above, shall be considered a common expense of the Association to be funded by assessments levied on its members pursuant to the Declaration; provided, however, that in the

event of any default by the Association in the performance of its inspection and reporting obligations hereunder, the ultimate responsibility for ensuring compliance with this Declaration shall remain with the Owner of the Property and its successors in interest who acquire any Lot within the Property.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

VILLAGE AT GREEN HILL, LLC:

By:

Howard Marguleas, Owner

Date

8/7/06

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By:

James L. Tjosvold, P.E., Chief

Northern California-Central Cleanup Operations Branch

Site Mitigation and Brownfields Reuse Program

Date

8/18/06

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On AUGUST 7, 2006, before me, TONI LANGSFELD,
personally appeared HOWARD P. MARGULEAS personally known to me (or
proved to me or, the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

Witness my hand and official seal.



Signature

A handwritten signature in cursive script that reads "Toni Langsfeld".

Notary Public

(seal)

STATE OF CALIFORNIA)

COUNTY OF Sacramento)

On this 18th day of August, in the year 2006, before me
Kathleen Duncan, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen Duncan

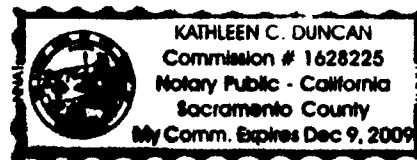


EXHIBIT A
SITE PROPERTY

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 2

Parcel 2 as described in that certain deed to Howard P. Marguleas, Trustee of the Marguleas Living Trust, under Revocable Trust Agreement dated June 28, 1992, recorded August 26, 1993 as Document No. 93-062082, Placer County Official Records.

Together with the fractional portion of the south half of the north half of Section 5, Township 11 North, Range 8 East, M.D.B. & M., being those lands lying southerly of the north line of said south half of the north half of said Section 5, lying northerly of the north line of those certain lands conveyed to Maguire on August 20, 1985 by deed recorded in Book 2852, Page 469, Placer County Official Records, and lying easterly of the southerly prolongation of the dividing line between Gester and Madely as described in the deed recorded February 26, 1886, filed in Book 55 of Deeds, Page 370, Placer County Records, and lying westerly of those certain lands granted to Placer County by deed recorded in Book 1478, Page 94, Placer County Official Records.

APN 37-230-03

(10036128.1)

EXHIBIT "A"

10063.0007

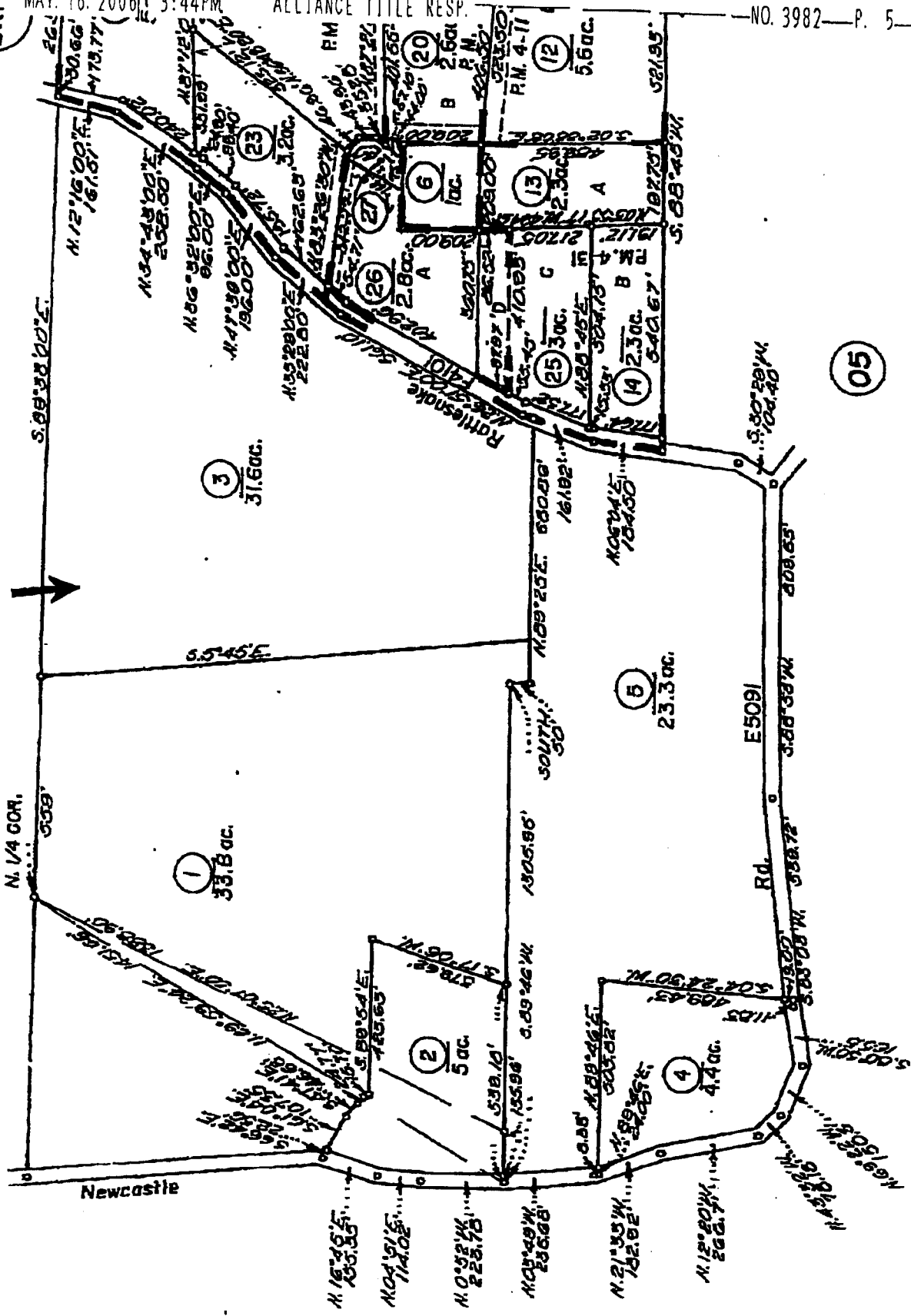
Description: Placer, CA Document-Year.DocID 2005.45350 Page: 3 of 3
Order: 444 Comment:

BK 4

MAY 10, 2006 3:44PM

ALLIANCE TITLE RESP.

—NO. 3982—P. 5



05

EXHIBIT B
RESTRICTED PORTIONS

**LEGAL DESCRIPTION
CONTAMINATED SOIL AREAS**

All that portion of the Northwest one-quarter and the Northeast one-quarter of Section 5, Township 11 North, Range 8 East, M.D.B.&M. situate in the County of Placer, State of California, more particularly described as follows:

Being a portion of Parcel 2 as described in deed to The Village at Green Hill, LLC, recorded in Document No. 2005-0045350, Placer County Official Records, more particularly described as follows:

The Basis of Bearings for this description is identical to that certain Parcel Map No. 70326 filed in Book 3 of Parcel Maps, Page 82, Placer County Official Records.

AREA "A"

BEGINNING at a point from which the north one-quarter corner of said Section 5 bears North 87°29'58" West 1136.99 feet, thence South 89°07'07" East 217.11 feet; thence South 26°33'54" West 7.47 feet; thence South 68°57'45" West 46.52 feet; thence South 60°31'27" West 88.23 feet; thence West 30.06 feet; thence North 56°18'36" West 24.08 feet; thence North 41°38'01" West 40.22; thence North 32°00'19" West 31.51 feet to the Point of Beginning, said Area "A" containing 8,895 square feet, more or less.

AREA "B"

BEGINNING at a point from which the north one-quarter corner of said Section 5 bears North 69°04'54" West 1326.89 feet, thence North 75°57'50" East 13.77 feet; thence South 75°57'50" East 41.31 feet; thence South 81°52'12" East 70.85 feet; thence South 75°57'50" East 37.81 feet; thence South 01°40'11" West 35.20 feet; thence South 41°37'12" East 15.93 feet; thence South 57°59'41" West 38.77 feet; thence West 33.40 feet; thence North 63°26'06" West 29.87 feet; thence North 49°23'55" West 92.37 feet; thence North 18°26'06" West 21.12 feet to the Point of Beginning, said Area "B" containing 9,451 square feet, more or less.


AREA "C"

BEGINNING at a point from which the north one-quarter corner of said Section 5 bears North 58°06'36" West 1717.78 feet, said point being on the westerly right of way of Rattlesnake Bar Road as described in that certain Grant Deed recorded in Book 1478 of Official Records, Page 94; thence leaving said right of way South 52°07'30" West 27.90 feet; thence South 59°02'10" West 19.47 feet; thence North 82°52'30" West 26.93 feet; thence North 35°32'16" West 28.73 feet; thence North 14°02'10" West 41.31 feet; thence North 09°27'44" East 40.63 feet; thence North 42°16'25" East 49.65 feet; thence North 64°58'59" East 55.28 feet; thence North 68°11'55" East 35.97 feet; thence North 48°00'46" East 44.93 feet; thence North 34°59'31" East 40.77 feet; thence North 24°46'31" East 47.82 feet; thence North 05°11'40" East 27.85 feet; thence North 85°55'55" East 15.73 feet; thence South 33°06'43" East 45.42 feet to the westerly right of way of said Rattlesnake Bar Road; thence along said right of way South 35°29'00" West 144.10 feet; thence South 26°51'00" West 149.67 feet; to the Point of Beginning, said Area "C" containing 22,622 square feet, more or less.

END OF DESCRIPTION



Prepared by:


Kenneth R. Arnett P.L.S 5851
License expires: 12/31/06

Refer this description to your Title Company
before incorporating it into any document.

EXHIBIT "B"

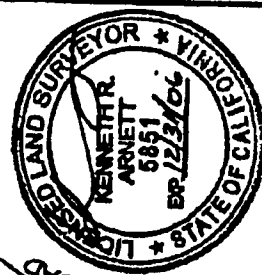
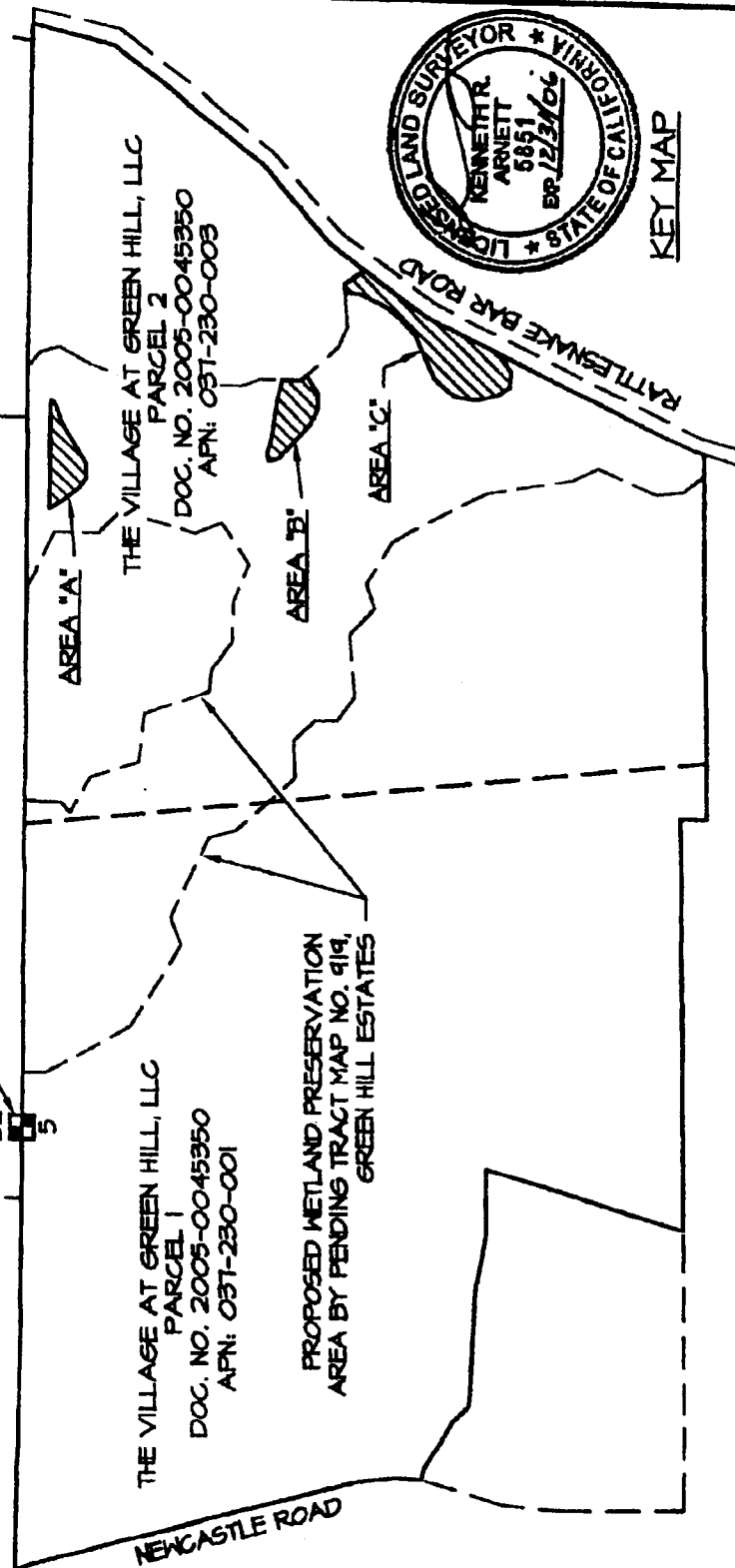
BEING A PORTION OF PARCEL 2 AS DESCRIBED IN GRANT DEED RECORDED
APRIL 13, 2005 IN DOCUMENT NO. 2005-0045350, PLACER COUNTY OFFICIAL
RECORDS, IN THE UNINCORPORATED TERRITORY OF PLACER COUNTY, CALIFORNIA



NORTH

SCALE: 1"=300'

32 NORTH 1/4 COR. SEC. 5, T. 11 N., R. 8 E.
5



KEY MAP

AREAS "A", "B", & "C" REPRESENT CONTAMINATED SOIL AREAS LYING WITHIN A
PROPOSED WETLAND EASEMENT CONTAINING ARSENIC SOIL CONCENTRATION OF 36
MG/KG OR GREATER AS REPORTED BY MMH AMERICAS, INC. FIGURE 5, DATED 3/22/06.



NORTH 1/4 COR. SEC. 5, T. 11 N., R. 8 E.

S84°38'00"E | 2040.64'

32

5

L1 (TIE)

L10 (TIE)

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AREA 'A'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N67°29'58"W	1136.99 (TIE)
L2	S84°07'07"E	277.11
L3	S26°33'54"W	7.47
L4	S68°57'45"W	46.52
L5	S60°31'27"W	88.23
L6	WEST	30.06
L7	N56°18'36"W	24.08
L8	N41°38'01"W	40.22
L9	N32°00'14"W	31.51

AREA 'B'

LINE TABLE		
LINE	BEARING	LENGTH
L10	N64°04'54"W	1326.89 (TIE)
L11	N75°57'50"E	13.77
L12	S75°57'50"E	41.31
L13	S81°52'12"E	70.85
L14	S75°57'50"E	37.81
L15	S01°40'11"W	35.20
L16	S41°37'12"E	15.93
L17	S57°54'41"W	38.77
L18	WEST	33.40
L19	N63°26'06"W	29.87
L20	N44°23'55"W	92.37
L21	N18°26'06"W	21.12

AREA 'C'

LINE TABLE		
LINE	BEARING	LENGTH
L22	N58°06'36"W	1777.78 (TIE)
L23	N85°55'55"E	15.73
L24	S83°06'43"E	45.42
L25	S85°24'00"W	144.10
L26	S26°31'00"W	149.67
L27	S52°07'30"W	27.90
L28	S54°02'10"W	19.47
L29	N82°52'30"W	26.93
L30	N33°52'16"W	28.73
L31	N14°02'10"W	41.31
L32	N04°27'44"E	40.65
L33	N42°16'25"E	49.65
L34	N64°58'54"E	55.28
L35	N68°11'55"E	36.97
L36	N48°00'46"E	44.93
L37	N34°34'31"E	40.77
L38	N24°46'31"E	47.82
L39	N05°11'40"E	27.85

EXHIBIT C
ANNUAL CHECKLIST

EXHIBIT C

Annual Monitoring Report Checklist For Covenant to Restrict Use of Property Village at Green Hill, Rattle Snake and Newcastle Road, Newcastle, CA 95658

Name of Person Completing Report: _____

Address: _____

Phone number: _____

Date of Report: _____

How was monitoring inspection performed? _____

	YES	NO
1. Is there a residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation on the property?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is there a hospital for humans on the property?	<input type="checkbox"/>	<input type="checkbox"/>
3. Is there a public or private school for persons under 21 years of age on the property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is there a day care center for children on the property?	<input type="checkbox"/>	<input type="checkbox"/>
5. Did you fail to use due diligence and make an inquiry as to each and every restriction noted in the Covenant or listed on this annual inspection checklist?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has there been any change in the restrictions under a variance, modification or termination as approved by the Department under the Health and Safety Code? [If yes, describe in detail the change and the date of such approval	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT C

Annual Monitoring Report Checklist For Covenant to Restrict Use of Property
Village at Green Hill, Rattle Snake and Newcastle Road, Newcastle, CA 95658
for that change.]

7. Have there been any violations of the Covenant? [If yes, describe in detail on an attached page the steps taken to return to compliance.]
8. Is the following a true and accurate statement?

Statement: The undersigned is the Owner of Property subject to this Covenant, and hereby admits that such Property has been used for one or more of the purposes listed in Section 4.01, 4.02, and 4.03 of this Covenant during the past year.

Please explain each YES response in detail on attached pages.

I certify that the foregoing information is true and correct to the best of my knowledge. I understand that a person making a false statement or representation in this report may be subject to fine or imprisonment or both.

Signed: _____

DATE: _____

Inspector Representative of Owner of the Village at Green Hill LLC, Rattle Snake and
Newcastle Road, Newcastle, CA 95658